

ZB# 93-42

Peter Marshall

8-6-3

Prelim.

Sept. 27, 1993.

Need copies of:

- ① Deed 4.
- ② Title Report 4
- ③ Photos 4
- ④ Fees: ① 50.00 4
② 292.00 4
Paid

Applicant to measure OK.
from fence thru
intersection. - Sec. 48-14B.

Public Hearing:

November 22, 1993

^{setters out 11/19/93.}
11/3/93 - Notice to Sentinel

Approved

11/22/93.

Orla Varanda

MADE IN U.S.A.

NO. R753 1/3

ESSELTE

Oxford®

#93-42 - Marshall, Peter

6m

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, NY 12550

GENERAL RECEIPT

13691

Received of Barbara Marshall Nov 4 1993 \$ 50.00
Fifty and 00 DOLLARS
For 3 Bd. #93-42 App. Fee 100

DISTRIBUTION:

FUND	CODE	AMOUNT
CR 3454		50.00

By Pauline Townsend
Town Clerk
Title

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Marshall, Peter

FILE # 93-42

RESIDENTIAL: \$50.00

COMMERCIAL: \$150.00

APPLICATION FOR VARIANCE FEE \$ 50.00 *paid*

* * * * *

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 292.00 *paid*

DISBURSEMENTS -

STENOGRAPHER CHARGES:

PRELIMINARY MEETING - PER PAGE	\$	_____
2ND PRELIM. MEETING - PER PAGE	\$	_____
3RD PRELIM. MEETING - PER PAGE	\$	_____
PUBLIC HEARING - PER PAGE	\$	_____
PUBLIC HEARING (CONT'D) PER PAGE	\$	_____
TOTAL	\$	_____

ATTORNEY'S FEES:

PRELIM. MEETING- _____	HRS.	_____	\$	_____
2ND PRELIM. _____	HRS.	_____	\$	_____
3RD PRELIM. _____	HRS.	_____	\$	_____
PUBLIC HEARING _____	HRS.	_____	\$	_____
PUBLIC HEARING _____	HRS. (CONT'D)	_____	\$	_____
FORMAL DECISION _____	HRS.	_____	\$	_____
TOTAL HRS. _____	@ \$ _____	PER HR.	\$	_____
TOTAL			\$	_____

MISC. CHARGES:

_____ TOTAL \$ _____

LESS ESCROW DEPOSIT	\$	_____
(ADDL. CHARGES DUE)	\$	_____
REFUND TO APPLICANT DUE	\$	_____

(ZBA DISK#7-012192.FEE)

NEW WINDSOR ZONING BOARD OF APPEALS

(8-6-3)

CC: Town
Clerk.

-----X
In the Matter of the Application of

DECISION GRANTING
AREA VARIANCES

BARBARA MARSHALL,

#93-42.
-----X

WHEREAS, BARBARA MARSHALL, 12 Ona Lane, New Windsor, N. Y. 12553, has made application before the Zoning Board of Appeals for a variance in order to allow an existing 5 ft. high fence on her corner lot, which said fence projects into the front yard, contrary to Sections 48-14C(1)c[1] and 48-14A4 of the Supplementary Yard Regulations at the above address on a residential parcel located in an R-4 zone; and

WHEREAS, a public hearing was held on the 22nd day of November, 1993 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, applicant appeared in behalf of herself and both PETER MARSHALL and BARBARA MARSHALL spoke in support of the application; and

WHEREAS, there were two (2) spectators appearing at the public hearing. Arthur Zodikoff and Shirley Zodikoff of 21 Ona Lane, New Windsor, neighbors of Ms. Marshall, appeared and voiced no objection to the application before the Board; and

WHEREAS, the application was unopposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that applicant is seeking permission to vary the provisions of the bulk regulations pertaining to fence height in order to maintain an existing 5 ft. high fence at applicant's residential parcel in an R-4 zone, contrary to the provisions of Sections 48-14C(1)c[1] and 48-14A4 of the Supplementary Yard Regulations. Specifically, the applicant is seeking to vary the provisions of Section 48-14(C)(1)(c)[1] which provides that a maximum permissible height of fences located between the principal building and the street or streets on which it fronts shall be 4 ft., except if a lower fence is required by Section 48-14B (an exception which is not relevant to the instant application). Further, the applicant is seeking to vary the provisions of Section 48-14A(4) which provide that no accessory building (which includes the fence in the front yard over 4 ft. high) shall project nearer to the street on which the principal building fronts than such principal building.

3. The evidence presented by the applicant substantiated the fact that a variance for an accessory building (which includes the fence in the front yard over 4 ft. high) which projects nearer to the street on which the principal building fronts than such principal building, contrary to Sections 48-14C(1)(c)[1] and 48-14A(4), would be required in order to permit the existing 5 ft. high fence in the front yards at the residential dwelling, which otherwise would conform to the bulk regulations in the R-4 zone.

4. The evidence presented by the applicant showed that applicant has a parcel of property which has two (2) front yards pursuant to Section 48-14B(2) and applicant cannot comply with the Supplementary Yard Regulations concerning fence height because the existing fence is 5 ft. high and is located in both of the front yards.

5. The evidence presented by the applicant indicated that applicant's residential parcel has frontage both on Ona Lane and Parkdale Drive. Applicant stated that her home was vandalized, burglarized and set on fire by a neighbor's son and she was concerned about the safety of herself and her family. She applied to the Building Department and received a building permit to construct the fence. The building permit did not indicate that the applicant intended to construct a 5 ft. high fence so presumably the then Building Inspector assumed that the permit applied to a proposed 4 ft. high fence. She then acquired a large watch dog for her family's protection. She realized that a large dog would easily be able to scale a 4 ft. fence so applicant decided on the 5 ft. fence for added protection. Applicant also desired a 5 ft. high fence as additional protection for an above-ground pool which applicant placed in the yard.

6. Applicant then erected a 5 ft. high chain link fence without applying for the required variance. The applicant did not realize that, upon completion of the fence, it was necessary to apply for a certificate of occupancy. Consequently, applicant did not realize that the existing 5 ft. high fence was in violation until applicant obtained a building department search in connection with a pending refinancing.

7. Given the layout of the property with two front yards, there is no feasible location for a 5 ft. high fencing to protect applicant's family and pet other than in both of the front yards. Applicant indicated that a 5 ft. high chain link fencing is the minimum level of protection which she feels is required on this site.

8. The evidence presented by the applicant indicated that the neighborhood surrounding the subject site is devoted exclusively to residential uses.

9. The evidence presented by the applicant and the Board's familiarity with the area indicated that many of the neighboring properties are improved with fences, some of which are also 5 ft. high.

10. The evidence presented by the applicant indicated that the fence could not be located in other than a front yard (given that the property has two front yards) and still serve its intended purpose. The applicant indicated that if the fence was placed in the back yard, it would cut the yard in half and would not be useful.

11. The fence could not be constructed in a conforming manner, i.e. set back to the building line, and still provide a usable fenced area. The applicant has ameliorated the impact of the 5 ft. high fence projecting closer to the street than the principal building by limiting such projection to approximately 4 ft.

12. It is the finding of this Board that the requested variance, if granted, will not blight the purpose and orderly development and general welfare of the community since many of the residential dwellings located in the immediate area also have fences of comparable height.

13. Given these factors and given the preservation of the existing trees and shrubs, and given the set back of the fence from the adjacent streets, it is the finding of this Board that the applicant's existing fence will not have an adverse effect on property values in the neighborhood.

14. It is the further finding of this Board that the proposed variance will not adversely impact the public health, safety and welfare.

15. The evidence presented by the applicant substantiated the fact that the impact on the neighboring properties from the fencing will be minimal and the protection which the fence will provide for her children and pet will be greatly increased.

16. The evidence presented by the applicant further substantiated the fact that the requested variances, if granted, would not have a negative impact on the physical or environmental conditions in the neighborhood since such fencing appears to be appropriate in this residential neighborhood and will not negatively impact the neighbors or the public health, safety and welfare.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law in this matter:

1. The requested variances will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to applicant which can produce the benefit sought other than the variance procedure.

3. The requested variances are substantial in relation to the regulations for maximum fence height in the front yard, however, it is the conclusion of this Board that the granting of the requested substantial area variances is warranted here

because of the fact that applicant has two front yards, both of which are located in a busy residential development in the Town of New Windsor, and thus is limited in respect to placing the fence in the other yards. Applicant has small children, a watch dog, and a pool, and, in view of the circumstances, 5 ft. fencing is warranted for safety reasons.

4. The requested variances will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the applicant faces in conforming to the bulk regulations is partially a self-created one. The layout of the subject residential lot fronting on two roadways is not a difficulty created by the applicant. The proposed solution, placing a 5 ft. high fence in both front yards, is a self-created difficulty but this Board finds that such solution is a reasonable balancing of applicant's needs with the community's needs and warrants the granting of the requested variances.

6. It is the finding of this Board that the benefit to the applicant, if the requested area variances are granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community by such grant.

7. It is the further finding of this Board that the requested area variances are the minimum variances necessary and adequate to allow the applicant relief from the requirements of the bulk regulations and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variances.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT the application for a variance to allow the existing 5 ft. fence on her property in both front yards, contrary to Sections 48-14C(1)c[1] and 48-14A4 of the Supplementary Yard Regulations at the above location in an R-4 zone, as sought by applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: January 10, 1994.

Chairman

PUBLIC HEARING:

MARSHALL, PETER

MR. NUGENT: Request to allow existing five ft. fence closer to road than principal building contrary to Section 48-14C(1)(c)(1) and 48-14B of the Supplementary Yard Regulations on premises located at 12 Ona Lane in an R-4 zone.

Mr. and Mrs. Peter Marshall appeared before the board for this request.

MR. LUCIA: 4814 B is the setback from the intersection, is that correct, Mike, I think it's not applicable here.

MRS. MARSHALL: 14C was the original for the second and 14 B was the supplementary yard regulations.

MR. LUCIA: 4814 B is a corner lot with obstruction of vision, I think you said you were far enough back.

MRS. MARSHALL: We measured it, it's precisely the minimum requirements.

MR. LUCIA: So it is 70 feet back.

MRS. MARSHALL: We just wanted to include it just because it was precisely we measured it, it was on the dot.

MR. LUCIA: But you do need a variance in addition 4814 A 4 since you have an accessory building which is the, what the fence is considered projecting closer to the street than the principal building we understand it's the same application, just a different section.

MRS. MARSHALL: We're here to request a variance for our existing five foot fence, it sticks out into the our side of our yard which I guess is the second front yard. We had a permit for it, it was put up in 1986 with the building permit and we were not informed at the time that we needed a variance for this fence. We just discovered that on September 8, 1993 that we

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needed a variance to keep this fence up so we're here to get a variance so we can get the C.O. to close out this permit.

MR. LUCIA: Can you tell the board why it was you chose to located fence where you did?

MRS. MARSHALL: Well, we were enclosing what we considered our back yard and we had a large dog and a pool we had just put in and we wanted to secure it.

MR. LUCIA: And the pool requires a fence that is five feet high?

MRS. MARSHALL: No, it doesn't, it's above ground.

MR. LUCIA: Just for additional protection?

MRS. MARSHALL: Right.

MR. LUCIA: Do you feel an undesirable change will be produced in the character of the neighborhood or detriment will be produced by granting this area variance?

MRS. MARSHALL: Not at all.

MR. LUCIA: Do many of your neighbors have fences in there back or side yards?

MRS. MARSHALL: Yes.

MR. LUCIA: And are some of those fences at least 5 feet high?

MRS. MARSHALL: Yes. In fact, our fence butts up against their five foot fences. We go out one side, they have their five foot run and we connected back around the other side.

MR. LUCIA: Is the benefit which you seek here achievable by some other method feasible for you to pursue other than an area variance. In other words, can you keep the fence without getting an area variance?

MRS. MARSHALL: No.

MR. LUCIA: If the fence were reconstructed in a conforming matter, say in the back, not in the front yard, would it still be a useful fence for you?

MRS. MARSHALL: No, it would cut our property in half. We would have a fence line down the middle of our back yard. What our sons called the you can't mow passed this point because that is my half of the yard and that would cut it right smack in half.

MR. LUCIA: That would not be useful?

MRS. MARSHALL: Right.

MR. LUCIA: Is the requested area variance substantial, that is in terms of numbers?

MRS. MARSHALL: It goes out 4 feet and then there's additional 15 foot to the road for the easement so it goes out 4 feet from the side of our house.

MR. LUCIA: So you feel it's not too substantial or it's moderate?

MRS. MARSHALL: No, it's not substantial at all.

MR. LUCIA: Do you think the proposed variance will have an adverse effect on or impact on physical or environmental impacts on the neighborhood or district?

MRS. MARSHALL: No, it's an asset.

MR. LUCIA: Did you create this yourself?

MRS. MARSHALL: I don't believe so.

MR. LUCIA: You applied for the building permit and you thought you were doing the right thing and you're now doing what you can to rectify any prior errors?

MRS. MARSHALL: Yes.

MR. LUCIA: Thank you for giving me a copy of your deed and title policy. I see your property is subject to certain covenants, restrictions and grants and whatever. Is there anything to your knowledge affecting the title to your property which would prohibit you from maintaining this fence in the location it's now located?

MRS. MARSHALL: No.

MR. LUCIA: Thank you.

MR. NUGENT: No further questions by the board? I'll open it up to the public. Anyone like to speak on behalf of the applicant?

MR. ARTHUR ZODIKOFF: I lived in that neighborhood 29 plus years and I see nothing wrong with the fence the way it was. The one problem they may have had they corrected and I never saw it as a problem because I never went in the direction with my vehicle so I really never saw it as a problem till I saw Mr. Marshall out there trying to play Paul Bunyon and it seemed to be a great chore to he and his family but he corrected it and as far as the fence is concerned, I see nothing wrong with it.

MR. NUGENT: You're in favor of the application?

MR. ZODIKOFF: I don't want to see them accrue any monetary hardship in trying to correct it by taking it down, no.

MR. LUCIA: You have no objection to the application, is that correct?

MR. ZODIKOFF: Nope.

MR. LUCIA: The problem you mentioned was what sight distance around the corner?

MR. ZODIKOFF: The prior owners had bushes placed in the front of the house. The bushes continued to grow as bushes do. They maintained the bushes but they grew and evidentially somebody complained, not I, nobody

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complained, all right, they just took it down so that now there's no sight problem no more so than the person who lives on the corner of Park Hill and Union Avenue which is a real hazard.

MR. LUCIA: But the fence is not a sight problem?

MR. ZODIKOFF: Not as far as we're concerned.

MR. MARSHALL: What he is referring to there were some bushes within the 30 foot radius and we had to cut those away.

MR. NUGENT: No further comments from the audience, I'll close the public hearing and open it back up to the board for a motion.

MR. TANNER: Make a motion we grant the variance.

MR. HOGAN: Second it.

ROLL CALL

MR. TANNER	AYE
MR. LANGANKE	AYE
MR. HOGAN	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

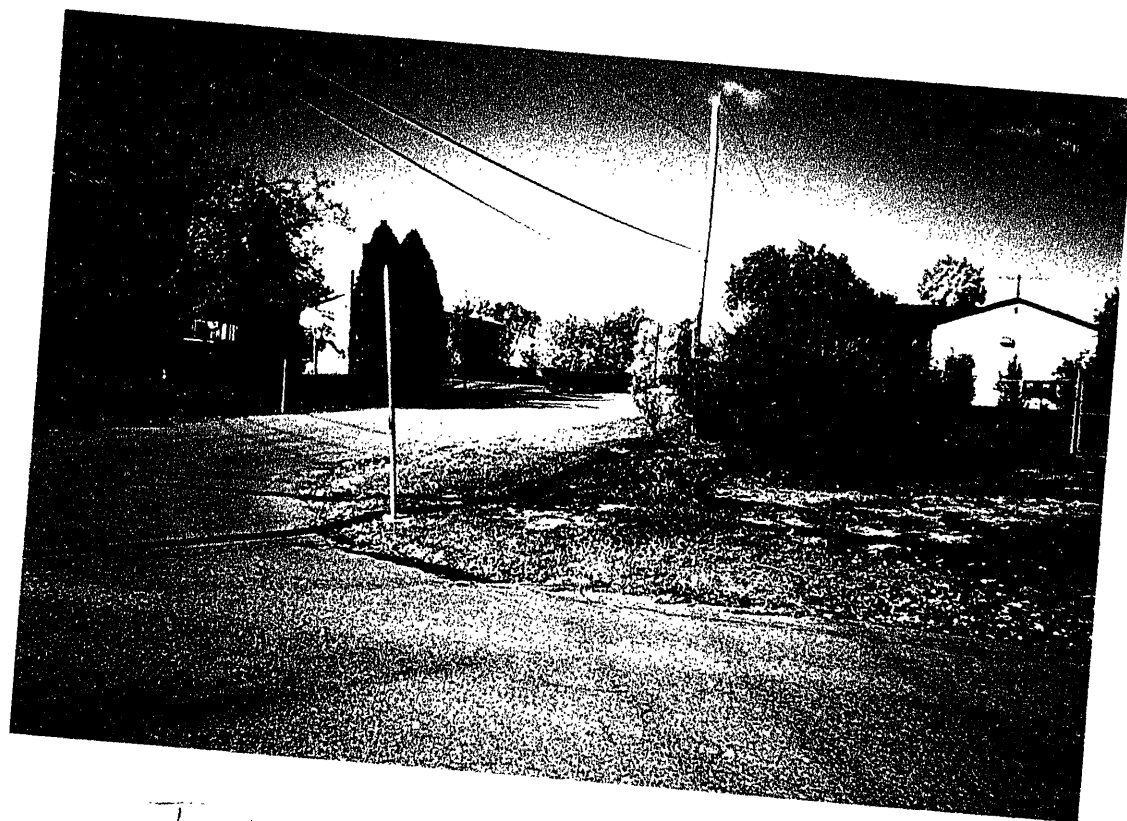


Marshall
12 Ona La.

Taken from Ona Lane (North)



Taken from Parkdale



Marshall
12 Ona Lane

Taken from Ona Lane (South)



Rear Corner

MARSHALL, PETER

MR. NUGENT: Request to allow five ft. fence closer to road than principal building contrary to Section 48-14C(1) of the Supplementary Yard Regulations. Applicant applied for and has building permit for fence, location 12 Ona Lane in R-4 Zone.

MR. LUCIA: Let me correct a typo on the agenda, I think that section properly should be 48-14 C (1) (c) [1] and another section is relevant is 4814 A 4 which provides that no accessory building should project nearer to the street than which the principal building fronts. Go ahead and explain.

MRS. MARSHALL: This is all new stuff to us. In 1986, we came here to the Town Hall and asked Mr. Babcock for a permit to put up a 5 foot chain link fence around the back yard, what we considered to be our back yard and we were planning to get a pool at the same time. We had a large dog who could jump a 4 foot fence at the time so we had an urgent need for a 5 foot fence and just the summer before our house had been broken into and vandalized for three days and set on fire and one of the boys who did it lived across the street from us so we really I had a strong motivation for putting up a five foot chain link fence. We had the dog, the fear of the kid next door and this pool that was coming in. Well, we came in, discussed the whole matter with Mr. Babcock, he gave us the permit for the fence and for the pool. And we proceeded to have the fence and the pool put in. It was professionally installed and we enjoyed it for seven years and did not realize that we were responsible for getting a C.O. for it. It was our ignorance we didn't know, we went to refinance our mortgage like Mr. Anderson was just talking about and the bank is the first people to clue us in that we needed C.O.s so my first call after leaving the bank was to call the building inspector's office. They sent Frank Lisi over to my house on July 30, he came and he looked at the pool and the house repairs, we had 3 open permits, the house and the fence and he told us we had to get electrical work done to the pool because it was just plugged in, we didn't know it had to be wired. He looked at the fence and he said he thought it was a

little too close to the road and I'm sitting there wait a minute, I have a permit and it's the 15 foot setback like we were told and he said well, I'll go check on it and I said yeah, you do that and let me know if there's anything I have to worry about. Well, he went away and we never heard from him again and proceeded to get the electrical work done on the house and pool and all this time the paperwork is rolling along, we knew we were doing what we were told do by the building inspector and at the end of July or beginning of September, I called here, Frank Lisi came back on September 7 to my house and with the purpose of closing out, checking the work that we had done and signing my C.O.s and he was only there about ten minutes and he said everything was fine. And I said fine, you're going to sign me off on all three permits? He says yes, pool, house and fence and he goes yup. What do I have to do? And he told me what I had to do, call the building inspector's office next morning and later that day I can probably even pick up the paperwork cost me \$25.00. He's standing in my front door and we're having the conversation, I said oh, gee, another \$75.00 after what I have just spent on the electrical work. I go in the next afternoon, that is September 8, very next day and I get two C.O.'s, one for the pool and house and he disapproves, the fence was disapproved for the very first time 19 days ago we were informed that our fence was indeed illegal and that we needed a variance to have five foot fence. Apparently cause we're a corner lot we have two front yards, we didn't know that we. We're just finding all of this stuff out. On September 8, it all just came out in a great big gush of angry feelings. Michael Babcock shouldn't have given me the permit in 1986, if it was illegal and I should have been given at that time an opportunity to either get a variance for the five foot fence or to have said I can't afford it, I'll put the 4 foot fence and I'll make an enclosure for my dog. Frank Lisi was on my property on July 3, saw a fence, expressed a concern and said he'd get back to me if there was anything I needed to be concerned about. I didn't find this out until September 8, less than 24 hours after he Frank Lisi was standing on my property and approved it verbally, I find this out and that was what ten days before my closing for my mortgage for the refinancing. No way to get a variance in ten days

folks, you guys know that. I know that because I'm learning a lot, we're upset we're angry we feel that there were plenty of times when this could have been caught if we needed a variance for this fence, fine, we understand that we understand that now we should have been informed of it in 1986 and we should have been informed of it on or about July 30 and now it has cost, it hasn't cost us yet because we've got a postponement on our closing but the bank has informed us that it is not impossible that we'll have to pay additional fees for re-making up the papers, they have to redo all the papers for the next scheduled closing and they aren't, I don't have it in writing that they are going to hold the lock-in on the interest rate that we applied for in July. And that all would be resolved between July 30 and our closing date the first one on September 17 if Frank Lisi had told us on July 30 or the next day or even one day after that we should have been working on the fence variance at the same time we were getting all the electrical work on the pool so now we're in a real crunch. We're in some kind of abeyance or holding pattern with the bank. We're looking at paying additional costs to the bank because we're over the time allotted for our closing and now we have to face the cost of getting a variance for this fence that was put up with a permit in 1986 then we were never given the opportunity to make the decision whether we should get a variance or go for a 4 foot at the time. This was the mistakes made by two separate individual building inspectors in your employ. We're going to have to get a variance but I wanted you to know the whole story.

MR. BABCOCK: Mrs. Marshall did get the building permits on May 29, 1986, I don't have the file with me tonight because we just got done doing the paperwork but going over the file, the building people it said fence so we're not sure that it wasn't issued for a 4 foot fence, I don't know what happened in 1986. There's no indication on the building permit that it is a 4 foot, 5 or 6 foot fence, just says fence. So I'm not sure that we did make a mistake and give her a permit for a five foot fence. Basically, most of the fences that we put up anything more than 4 foot is always stipulated because there's regulations on them, 4 foot fence can

go anywhere on the property so we don't ask for any stipulations. So I am not sure that that was a mistake on my part. I don't know what happened in 1986. She does have a permit for a fence, but it doesn't stipulate the height of it. And there is a 5 foot fence in her front yard and when Frank come to me I don't know what he talked to her about, she had several conversations with him, and he came to me, showed me the file and we wrote the denial that is why they are here tonight.

MR. TORLEY: What's the requirement for a 5 foot fence around a pool, is it five feet?

MR. BABCOCK: If it is an inground pool.

MRS. MARSHALL: No, it's above-ground pool.

MR. BABCOCK: Requirements for the fence if the fence was five foot still couldn't been in the front yard.

MR. TORLEY: But it's an above-ground pool, an above-ground pool does not require five foot fence.

MR. BABCOCK: Right.

MR. TANNER: Well, the fact is let's set him up for a public hearing.

MR. LANGANKE: I agree.

MR. TANNER: I make a motion we set them up for a public hearing.

MR. LANGANKE: Second it.

ROLL CALL

MR. TANNER	AYE
MR. HOGAN	AYE
MR. LANGANKE	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

MR. NUGENT: I'd like to ask the building inspector if there's any other possible way you said that you were reviewing their applications?

MR. BABCOCK: Well, we just did the paperwork.

MR. NUGENT: Not that there was a possibility that--

MR. BABCOCK: No, we just did the paperwork for the Zoning Board, that is why the file isn't back in the filing cabinet.

MR. NUGENT: Not because you were looking for a possibility that they didn't need it?

MR. BABCOCK: No, the day I found out Mrs. Marshall told me Frank didn't tell her the day he was out there, I'm not sure why he didn't tell her. He did advise her he seemed like there might be a problem of the fence. Yes he should have checked it out, he should have went back and contacted them or whatever. He told me that he was going back to talk to me, that is what his story was, to find out what was wrong because he seen the file, he did see a building permit in the file for a fence and he said well, maybe they did get a variance, maybe they didn't. Well by the time he got back here, apparently he forgot and when Mrs. Marshall came in, he brang the file in to me and said listen, what's the deal here? She's got a permit for a fence and you're not allowed five foot fence in the front yard so we reviewed it and he came out and talked to Mrs. Marshall and she sure does, she does have a permit for a fence but I don't know what happened in 1986.

MR. NUGENT: But there's not a C.O. on the permit?

MR. BABCOCK: No.

MRS. MARSHALL: We discovered we needed a C.O. when we went to refinance.

MR. NUGENT: They didn't ask for it then.

MRS. MARSHALL: We kind of heard a lot of people that we have been talking to since this came out that aren't

aware that they need C.O.s for when they come to get a building people it, we wonder if that is not something that the Town couldn't work a little harder on in making the people when they come in, even Mr. Babcock told me a lot of people didn't realize that he's probably dealt with more people than I've talked to. If that is a problem, homeowner's like us we have no expertise in this stuff, we're not, we plead total ignorance.

MR. NUGENT: Didn't need it until just recently.

MRS. MARSHALL: We would have done it if we had known because we went to the trouble to do the civic duty to comply to get a permit when I would say probably 75 percent of the rest of our neighbors didn't bother, they have pools and fences and sheds and all kinds of stuff.

MR. NUGENT: When they go to refinance, they'll find out.

MRS. MARSHALL: We came in and got permit and for seven years we have been sitting with fence and pool thinking that we had done our civic duty here and for the building inspectors to have these problems that put us in a financial crunch we're not happy. We don't feel that they were doing their job.

MR. LUCIA: The board understands the situation, the problem is that building departments deal with health and safety codes and if there was a mistake made and I'm not implying there was, they are bound to correct it. You can't say because we thought we did everything right in 1986 and now find out there was an error you ought to go ahead and approve it. If it is a health and safety code, the only avenue you have is to come before this board and seek a variance because you just can't say it was a mistake made in the past and I'm not saying there was but if there was a mistake in the past, we should be exempt from the requirement. It can't be waived so you are doing what you have to do.

MRS. MARSHALL: When we applied we were told it had to be so many feet from the road and we had to make a

drawing where we were putting the fence.

MR. LUCIA: There may be a couple other factors that are relevant, is the fence set back at least ten feet from all lot lines?

MRS. MARSHALL: Yes, 15.

MR. LUCIA: You have a corner lot. Is the fence within 30 feet of the intersection of the two roads at that corner?

MRS. MARSHALL: I don't know. Probably is because it's set away from the intersection.

MR. LUCIA: You have an intersection going back along each road 30 feet and then draw an angle, draw a line between the two to make a triangle you so you have two 30 foot legs and if the fence is anywhere within that triangle, you're going to need a different variance also because you're bound to have anything within that triangle, bounded by the two 30 foot legs lower than 30 inches.

MRS. MARSHALL: Our fence is set back as far as our house is set back.

MR. LUCIA: Do the measurements because if you mess up on it, and you go to sell your house and your purchaser gets a surveyor that comes up with different measurements and finds that you need a variance you're back here doing the same thing.

MRS. MARSHALL: I'll just take the fence down.

MR. LUCIA: We only react to what you give us so I would doublecheck the measurements.

MRS. MARSHALL: I'm pretty sure it's not closer than 30 feet to that intersection but we'll check.

MR. LUCIA: Do yourself a favor and verify it because you're coming in for a variance, it doesn't cost anymore to add a separate line if it turns out that it is within the triangle, call Mike, he will have to

September 27, 1993

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change the notice of denial so that you come in for all the variances you need.

MRS. MARSHALL: Is that from the intersection, is that from the grass edge or from the middle of the intersection?

MR. LUCIA: It's from the road boundary which might be ten feet into what you think is your lawn, paved surface is probably 30 feet wide.

MR. BABCOCK: I think you're going to have to do it with a survey. Do you have a survey?

MRS. MARSHALL: Nope.

MR. TORLEY: Assume it is and ask for a variance.

MR. BABCOCK: If that is her lot the road is like this.

MR. BABCOCK: You need to find the survey and on the survey is where the house is set back.

MRS. MARSHALL: We don't know, there is a survey when we went to refinance we don't have one.

MR. TANNER: They didn't require one for refinancing?

MRS. MARSHALL: An update. We didn't supply it and our attorney, Peter Bloom, doesn't have it.

MR. LUCIA: Are you using the same bank?

MRS. MARSHALL: Yes.

MR. LUCIA: The bank has it in the original file. Go to the bank and ask them for a copy.

MR. BABCOCK: What we're saying one variance you can get 2 variances for the same price, you don't want to have to come back in case that is a problem you're here, you might as well get all you need basically.

MR. LANGANKE: Just apply for the variance whether they need it or not.

MR. LUCIA: If it is relevant it would be a section from 4814 B which provides that there should be nothing over 30 inches high within that triangle.

MR. LANGANKE: Just include it in the variance.

MR. LUCIA: Just doublecheck your numbers. Pat has handed you instruction sheet, read that over and fill out the application, return it to Pat with two checks, both payable to the Town of New Windsor, one for \$50 application fee, one for \$292 deposit against Town consultant review fees and various disbursements the board has in handing your variance application. Once you get those back, we can send out notices and public notices and ten days are required so as soon as you get the application back, the sooner we get working on your variance. I'm also going to give you a copy of Section 267B of the Town Law and I'm going to put a little arrow in the margin here next to the section that pertains to area variances. If you take a look at that, it lists 5 specific factors this board has to consider in determining your variance application. We have to weigh the detriment to the health, safety and welfare of the community against the benefit to you if the variance is granted and those five factors would be the five factors the board has to base the decision on so be prepared to speak to those. Bring a copy of the deed, copy of the title policy and photographs showing a couple different views of the yard.

MRS. MARSHALL: Thank you.

MR. HOGAN: For my own benefit, I was going through a file here but the application for a building permit, it both call for in writing a certificate of occupancy and inspections to be made now they are not in bold print.

MR. TANNER: I think a lot of people just don't understand it, they read it but they don't understand it.

Prelim.
Sept. 27, 1993.
7:30 p.m.

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: SEPTEMBER 8, 1993

APPLICANT: PETER MARSHALL
12 ONA LANE -
NEW WINDSOR, N.Y. 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: SEPTEMBER 8, 1993
FOR (BUILDING PERMIT): #3259 (MAY 29, 1986)
LOCATED AT: 12 ONA LANE

ZONE: R-4

DESCRIPTION OF EXISTING SITE: SECTION: 8, BLOCK: 6, LOT: 3
ONE FAMILY HOUSE

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. 5FT. CHAIN LINK FENCE PROJECTS CLOSER TO ROAD THAN HOUSE.
THIS IS A CORNER LOT.

Shank Jiri
BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: R-4	USE 48-14 C-(1), [11] 48-14B - Corner lot - Obstruction of vision.	
APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT 914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD		

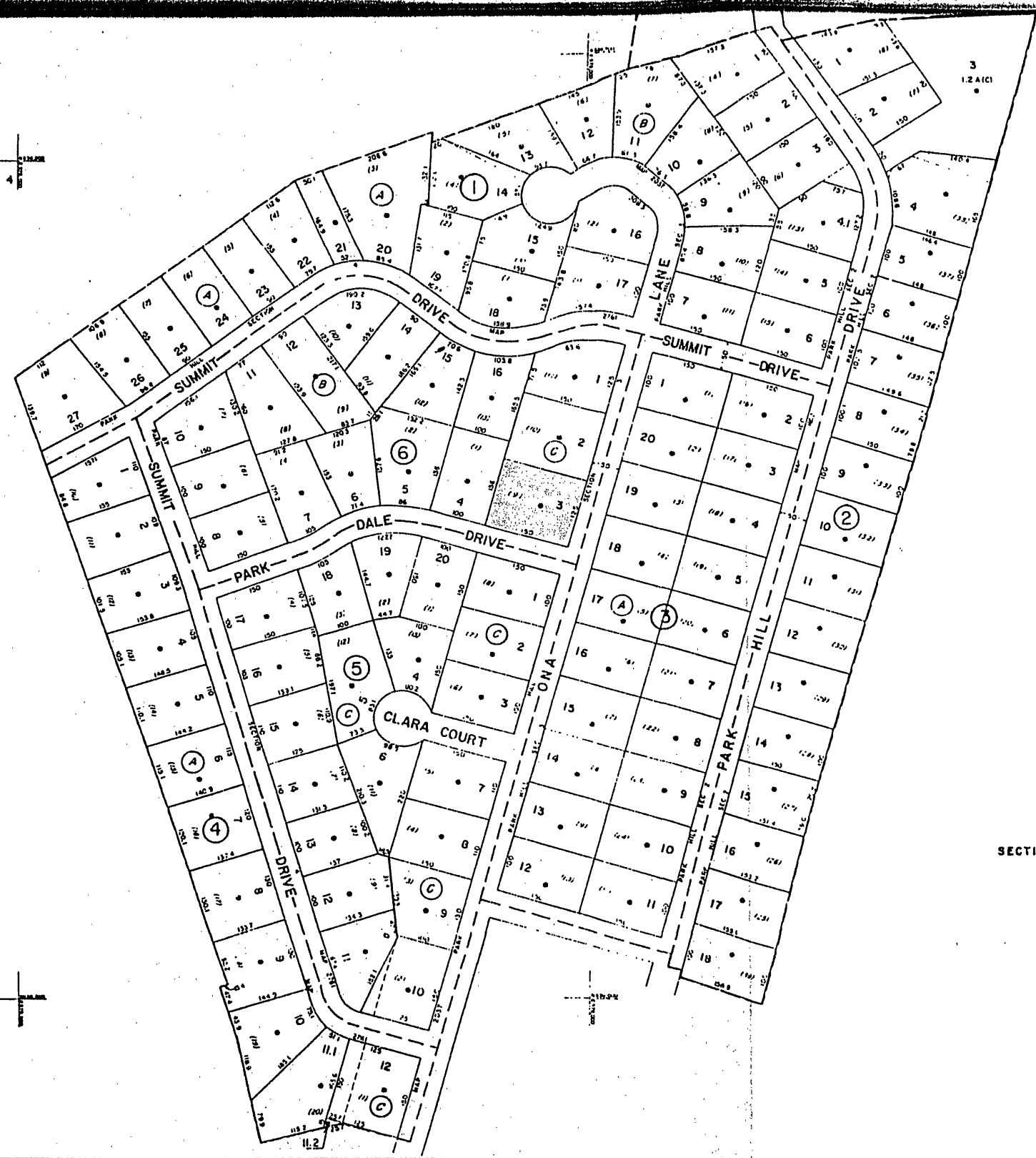
CC: Z.B.A., APPLICANT, B.P. FILES.

SECTION 4

SECTION 4

SECTION 4

SECTION 4



ALL HETSURGH SCHOOL DISTRICT
ALL VAILS GATE PINE DISTRICT

Prepared by
AERO SERVICE CORPORATION
A DIVISION OF AEROSPACE INDUSTRIES
NEW YORK, N.Y. 10018
FOR TAX PURPOSES ONLY
NOT TO BE USED FOR CONVEYANCE

LEGEND			
STATE OR COUNTY LINE	FILED PLAT LOT LINE	TAX MAP BLOCK NO.	FILED PLAT BLOCK NO.
CITY TOWN OR VILLAGE	EASEMENT LINE	TAX MAP PARCEL NO.	FILED PLAT LOT NO.
BLOCK & SECTION LINE	MATCH LINE	AREAS	STATE HIGHWAYS
SPECIAL DISTRICT LINE	STREAMS	DIMENSIONS	COUNTY HIGHWAYS
PROPERTY LINE			TOWN PLATS

ORANGE COUNTY-NEW YORK
Photo No. 15-47,48 Date of Map: 2-24-67
Date of Photo: 3-1-63 Date of Revision: 3-1-61
Scale 1" = 100'

TOWN OF NEW WINDSOR
Section No. 8

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK

-----X
In the Matter of Application for Variance of

Barbara Marshall,

Applicant.

AFFIDAVIT OF
SERVICE
BY MAIL

#93-42.

-----X
STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On November 9, 1993, I compared the 71 addressed envelopes containing the attached Notice of Public Hearing with the certified list provided by the Assessor regarding the above application for variance and I find that the addressees are identical to the list received. I then mailed the envelopes in a U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

Sworn to before me this
9th day of November, 1993.

Pauline G. Townsend
Notary Public

PAULINE G. TOWNSEND
Notary Public, State of New York
No. 4643692
Appointed in Orange County
My Commission Expires December 31, 1995

(TA DOCDISK#7-030586.AOS)



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

(71)

October 27, 1993

Mr. Peter Marshall
12 Ona Lane
New Windsor, NY 12553

Re: Tax Map Parcel #8-6-3 - Peter & Barbara Marshall

Dear Mr. Marshall:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$95.00, minus your deposit of \$25.00. Please remit the balance of \$70.00 to the Town Clerk's office.

Sincerely,

Leslie Cook/pat

LESLIE COOK
Sole Assessor

Lc/pat
Attachments
cc: Pat Barnhart

Welch, Charles A. & Rita R.
20 Park Hill Dr.
New Windsor, NY 12553

Williams, Joan
22 Park Hill Dr.
New Windsor, NY 12553

Cappas, Humberto & Clara
15 Ona Lane
New Windsor, NY 12553

Hecht, Eugene I. & Elaine
13 Ona Lane
New Windsor, NY 12553

Pyle, Lynn & Mary
11 Ona Lane
New Windsor, NY 12553

Stent, Edward C. Jr. & Patricia
1 Ona Lane
New Windsor, NY 12553

Andrews, Kirk
2 Ona Lane
New Windsor, NY 12553

Anderson, Thomas & Laura
4 Ona Lane
New Windsor, NY 12553

Reggero, Franklin P. & Virginia E.
6 Ona Lane
New Windsor, NY 12553

Donovan, Raymond & Linda
204 Summit Dr.
New Windsor, NY 12553

Delson, Robert C.
206 Summit Dr.
New Windsor, NY 12553

Figueroa, Gerardo A. & Elba Lucia
208 Summit Dr.
New Windsor, NY 12553

Town of New Windsor
555 Union Ave.
New Windsor, NY 12553

Cranston, John F. & Sandra
210 Summit Dr.
New Windsor, NY 12553

Finn, Edward J. & Lorraine A.
212 Summit Dr.
New Windsor, NY 12553

Lastowski, Walter & Tina
23 Park Hill Dr.
New Windsor, NY 12553

DeCunzo, Anthony D. & Mary
PO Box 263
Vails Gate, NY 12584

Kaplita, George A. & Barbara Ann
27 Park Hill Dr.
New Windsor, NY 12553

Clancy, Martin J. & Raissa
29 Park Hill Dr.
New Windsor, NY 12553

Jerome, Charles Waldrow & Ursula Anne
31 Parkhill Dr.
New Windsor, NY 12553

Marino, Joseph & Brenda
33 Park Hill Dr.
New Windsor, NY 12553

Ehrenberg, Bernard A. & Mollie
35 Park Hill Dr.
New Windsor, NY 12553

Oates, John W. & Marilyn
37 Park Hill Dr.
New Windsor, NY 12553

Wasserman, Sheldon & Rhea C.
39 Park Hill Dr.
New Windsor, NY 12553

Cea, Saverio & Gloria M.
17 Ona Lane
New Windsor, NY 12553

Yannuzzi, Roland V. & Rose
24 Park Hill Dr.
New Windsor, NY 12553

Carleton, Harry F. & Mary Rose
26 Park Hill Dr.
New Windsor, NY 12553

Pinder, Dawn E.
28 Park Hill Dr.
New Windsor, NY 12553

Price, Louise Y.
30 Park Hill Dr.
New Windsor, NY 12553

Guariglia, Rita &
Palkovic, Richard Joseph
32 Park Hill Dr.
New Windsor, NY 12553

Romor Leasing Co., Inc.
PO Box 1656
Wappingers Falls, NY 12590

Petrlak, Ann P.
36 Park Hill Dr.
New Windsor, NY 12553

Scott, Douglas P. & Nicole L.
38 Park Hill Dr.
New Windsor, NY 12553

Beauchamp, Francis D. & Elsie M.
40 Park Hill Dr.
New Windsor, NY 12553

Savage, Robert A.
33 Ona Lane
New Windsor, NY 12553

Sunderlin, William L. & Cynthia
31 Ona Lane
New Windsor, NY 12553

Tucci, Vincent F. & Caroline
29 Ona Lane
New Windsor, NY 12553

Repicky, Francis J. & Jeanne C.
27 Ona Lane
New Windsor, NY 12553

Hecht, Gerald S. & Helaine J.
25 Ona Lane
New Windsor, NY 12553

Masciola, Philip A.
23 Ona Lane
New Windsor, NY 12553

Zodikoff, Arthur P. & Shirley A.
21 Ona Lane
New Windsor, NY 12553

Rich, Francis L. & Doris H.
19 Ona Lane
New Windsor, NY 12553

Alexander, Edward A. & Norma J.
14 Ona Lane
New Windsor, NY 12553

Pisano, Louis T. & Louise C.
16 Ona Lane
New Windsor, NY 12553

Moglia, Dominick A. & Elizabeth T.
18 Ona Lane
New Windsor, NY 12553

Pagano, John & Nancy E.
4 Clara Court
New Windsor, NY 12553

Denehy, William J. & Patricia
5 Clara Court
New Windsor, NY 12553

Hirsch, Robert & Elnora
3 Clara Court
New Windsor, NY 12553

Lorz, Fred V. Jr.
c/o Mary M. Lorz
20 Ona Lane
New Windsor, NY 12553

Kelly, Stephen & Linda
227 Summit Dr.
New Windsor, NY 12553

Clark, John R. & Susan M.
225 Summit Dr.
New Windsor, NY 12553

Byrnes, Kevin & Donna
223 Summit Dr.
New Windsor, NY 12553

Zwickel, Allen J. & Rochelle Penny
221 Summit Dr.
New Windsor, NY 12553

Harden, Gregory C. & Lisamarie
107 Parkdale Dr.
New Windsor, NY 12553

Drost, Louis D. & Bernadette
105 Parkdale Dr.
New Windsor, NY 12553

Bonello, Mary Jane
103 Parkdale Dr.
New Windsor, NY 12553

Maroney, Andrew J. III & Mary Jo
8 Ona Lane
New Windsor, NY 12553

McElvoy, George & Patricia L.
10 Ona Lane
New Windsor, NY 12553

Coram, Carol A.
34 Longdale Ave.
White Plains, NY 10607

Coffaro, Frank P. & Rosemarie
106 Parkdale Dr.
New Windsor, NY 12553

Crecco, Joseph F. &
Macaluso, Catherine
108 Parkdale Dr.
New Windsor, NY 12553

Corcoran, Robert W. & Marsha Norma
110 Parkdale Dr.
New Windsor, NY 12553

Sherman, David M. & Roselyn
219 Summit Dr.
New Windsor, NY 12553

Biasotti, Charles & Alice
217 Summit Dr.
New Windsor, NY 12553

Bonanno, Frank & Sucy
215 Summit Dr.
New Windsor, NY 12553

Papageorgantis, Peter &
Yanakis, Anna
213 Summit Dr.
New Windsor, NY 12553

Buckley, John & Helen
211 Summit Dr.
New Windsor, NY 12553

Cooper, W. T. & Lore
209 Summit Dr.
New Windsor, NY 12553

Rein, Charles & Marsha
207 Summit Dr.
New Windsor, NY 12553

Niejadlik, Andrew
205 Summit Dr.
New Windsor, NY 12553

Passantino, Dominick B. & Judy G.
203 Summit Dr.
New Windsor, NY 12553

As. publish on or before 11/10. Send bill to below Applicant

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals
of the TOWN OF NEW WINDSOR, New York will hold a
Public Hearing pursuant to Section 48-34A of the
Zoning Local Law on the following proposition:

Appeal No. 42

Request of Peter Marshall

for a VARIANCE of

the regulations of the Zoning Local Law to

permit a 5 ft. chain link fence
projecting closer to road than house.

being a VARIANCE of

Sections 48-14C; 48-14 B

for property situated as follows:

12 Ona Lane, New Windsor,

N.Y. Known as tax map

Section 8 - Blk. 6 - Lot 3.

SAID HEARING will take place on the 22nd day of
November, 1993, at the New Windsor Town Hall,
555 Union Avenue, New Windsor, N. Y. beginning at
7:30 o'clock P. M.

James Nugent
Chairman

By: Patricia A. Bamhart,
Secy.

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

93-42.

Date: 10/11/93

I. ✓ Applicant Information:

- (a) Peter Marshall, 12 Ona Ln., 561-4573
(Name, address and phone of Applicant) (Owner)
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) _____
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of contractor/engineer/architect)

II. Application type:

☐ Use Variance

☐ Sign Variance

☒ Area Variance

☐ Interpretation

III. ✓ Property Information:

- (a) R-4 12 Ona Lane 8-6-3 125x150
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? none
- (c) Is a pending sale or lease subject to ZBA approval of this application? no
- (d) When was property purchased by present owner? 7/79
- (e) Has property been subdivided previously? no
- (f) Has property been subject of variance previously? no
If so, when? _____
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? no
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: no
- _____

IV. Use Variance. ✓

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal) _____
- _____

(b) ^{N/A} The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

✓ V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section _____ Table of _____ Regs., Col. _____.

1) 48-14 C - (1), (1); 2) 48-14 B (Supplementary Yd. Reg.)

Requirements	Proposed or Available	Variance Request
Min. Lot Area		
Min. Lot Width		
Reqd. Front Yd.		471
Reqd. Side Yd.		
Reqd. Rear Yd.		
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage* %	%	%
Floor Area Ratio**		
Parking Area		

* Residential Districts only

** No-residential districts only

✓ (b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3) whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

We received a permit for the fence in 1986. We believed that the fence was a legal structure put up to safeguard our pool and large dog. We learned on Sept. 8, 1993 that the permit was not valid and that a variance was needed. The difficulty was NOT self-created, but rather a mistake/oversight on the part of the Building Inspector. We have already made the financial investment into the fence, and it was done in good faith on our part. The fence is NOT a detriment to anyone or anything.

(You may attach additional paperwork if more space is needed)

VI. Sign Variance: *N/A*

(a) Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

_____.

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

_____.

VII. Interpretation. *N/A*

(a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

(b) Describe in detail the proposal before the Board:

_____.

✓ VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

The fence is open-chainlink set back approx. 45 feet from intersection. The fence is in excellent condition, landscaped, and does NOT interfere with visibility at the intersection. It is set back 15 feet from side street for easements.

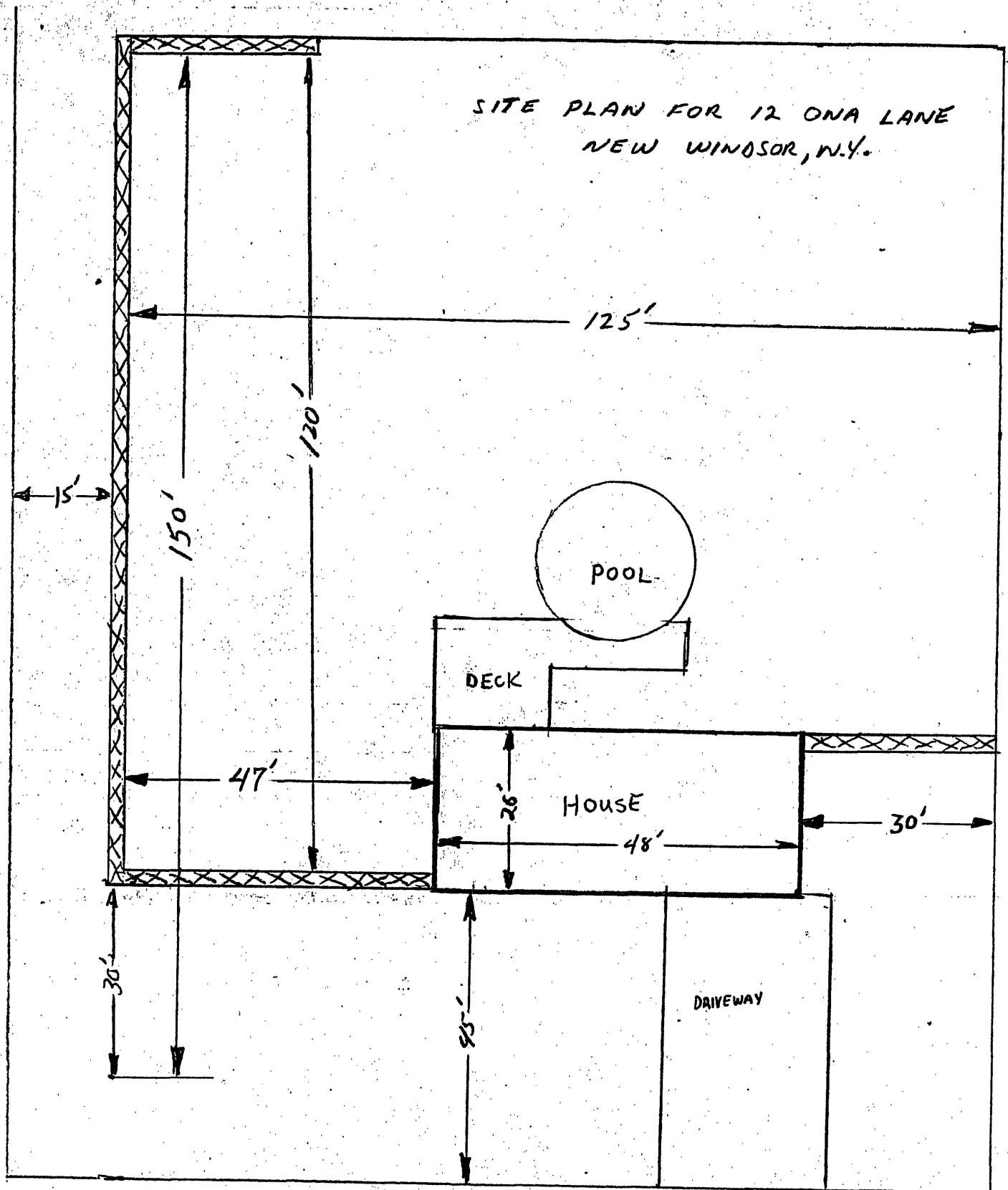
_____.

IX. Attachments required:

- ✓✓ Copy of referral from Bldg./Zoning Insp. or Planning Bd.
✓✓ Copy of tax map showing adjacent properties.

SITE PLAN FOR 12 ONA LANE
NEW WINOSOR, N.Y.

PARKDALE



ONA LANE

POLICY OF TITLE INSURANCE

HN 12 183 F
263078



Issued by

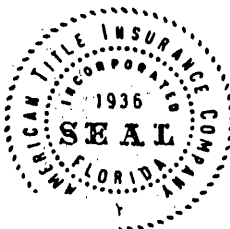
american title insurance company
new york division

American Title Insurance Company, in consideration of the payment of its charges for the examination of title and its premium for insurance, insures the within named insured against all loss or damage not exceeding the amount of insurance stated herein and in addition the costs and expenses of defending the title, estate or interest insured, which the insured shall sustain by reason of any defect or defects of title affecting the premises described in Schedule A or affecting the interest of the insured therein as herein set forth, or by reason of unmarketability of the title of the insured to or in the premises, or by reason of liens or incumbrances affecting title at the date hereof, or by reason of any statutory lien for labor or material furnished prior to the date hereof which has now gained or which may hereafter gain priority over the interest insured hereby or by reason of a lack of access to and from the premises, excepting all loss and damage by reason of the estates, interests, defects, objections, liens, incumbrances and other matters set forth in Schedule B, or by the conditions of this policy hereby incorporated into this contract, the loss and the amount to be ascertained in the manner provided in said conditions and to be payable upon compliance by the insured with the stipulations of said conditions, and not otherwise.

In Witness Whereof, American Title Insurance Company has caused this policy to be signed and sealed on its date of issue set forth herein.

american title insurance company

*Vice President and
Regional Manager*



HILL-N-DALE ABSTRACTERS, INC.
AGENT FOR AMERICAN TITLE INSURANCE COMPANY
20 SCOTCHTOWN AVENUE
GOSHEN, NEW YORK 10924
(914) 294-5110

CONDITIONS OF THIS POLICY

1. DEFINITIONS

(a) Wherever the term "insured" is used in this policy it includes those who succeed to the interest of the insured by operation of law including, without limitation, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate successors, as the case may be, and those to whom the insured has assigned this policy where such assignment is permitted by the terms hereof, and whenever the term "insured" is used in the conditions of this policy it also includes the attorneys and agents of the "insured."

(b) Wherever the term "this company" is used in this policy it means American Title Insurance Company.

(c) Wherever the term "final determination" or "finally determined" is used in this policy, it means the final determination of a court or competent jurisdiction after disposition of all appeals or after the time to appeal has expired.

(d) Wherever the term "the premises" is used in this policy, it means the property insured herein as described in Schedule A of this policy including such buildings and improvements thereon which by law constitute real property.

(e) Wherever the term "recorded" is used in this policy it means, unless otherwise indicated, recorded in the office of the recording officer of the county in which property insured herein lies.

2. DEFENSE AND PROSECUTION OF SUITS

(a) This company will, at its own cost, defend the insured in all actions or proceedings founded on a claim of title or incumbrances not excepted in this policy.

(b) This company shall have the right and may at its own cost, maintain or defend any action or proceeding relating to the title or interest hereby insured, or upon or under any covenant or contract relating thereto which it considers desirable to prevent or reduce loss hereunder.

(c) In all cases where this policy requires or permits this company to prosecute or defend, the insured shall secure to it the right and opportunity to maintain or defend the action or proceeding, and all appeals from any determination therein, and give it all reasonable aid therein, and hereby permits it to use therein, at its option, its own name or the name of the insured.

(d) The provisions of this section shall survive payment by this company of any specific loss or payment of the entire amount of this policy to the extent that this company shall deem it necessary in recovering the loss from those who may be liable therefor to the insured or to this company.

3. CASES WHERE LIABILITY ARISES

No claim for damages shall arise or be maintainable under this policy except in the following cases:

(a) Where there has been a final determination under which the insured may be dispossessed, evicted or ejected from the premises or from some part or undivided share or interest therein.

(b) Where there has been a final determination adverse to the title, upon a lien or incumbrance not excepted in this policy.

(c) Where the insured shall have contracted in good faith in writing to sell the insured estate or interest, or where the insured estate has been sold for the benefit of the insured pursuant to the judgment or order of a court and the title has been rejected because of a defect or incumbrance not excepted in this policy and there has been a final determination sustaining the objection to the title.

(d) Where the insurance is upon the interest of a mortgagee and the mortgage has been adjudged by a final determination to be invalid or ineffectual to charge the insured's estate or interest in the premises, or subject to a prior lien or incumbrance not excepted in this policy; or where a recording officer has refused to accept from the insured a satisfaction of the insured mortgage and there has been a final determination sustaining the refusal because of a defect in the title to the said mortgage.

(e) Where the insured shall have negotiated a loan to be made on the security of a mortgage on the insured's estate or interest in the premises and the title shall have been rejected by the proposed lender and it shall have been finally determined that the rejection of the title was justified because of a defect or incumbrance not excepted in this policy.

(f) Where the insured shall have transferred the title insured by an instrument containing covenants in regard to title or warranty thereof and there shall have been a final determination on any of such covenants or warranty, against the insured, because of a defect or incumbrance not excepted in this policy.

(g) Where the insured estate or interest or a part thereof has been taken by condemnation and it has been finally determined that the insured is not entitled to a full award for the estate or interest taken because of a defect or incumbrance not excepted in this policy.

No claim for damages shall arise or be maintainable under this policy (1) if this company, after having received notice of an alleged defect or incumbrance, removes such defect or incumbrance within thirty days after receipt of such notice; or (2) for liability

voluntarily assumed by the insured in settling any claim or suit without the written consent of this company.

4. NOTICE OF CLAIM

In case a purchaser or proposed mortgage lender raises any question as to the sufficiency of the title hereby insured, or in case actual knowledge shall come to the insured of any claim adverse to the title insured hereby, or in case of the service on or receipt by the insured of any paper, or of any notice, summons, process or pleading in any action or proceeding, the object or effect of which shall or may be to impugn, attack or call in question the validity of the title hereby insured, the insured shall promptly notify this company thereof in writing at its main office and forward to this company such paper or such notice, summons, process or pleading. Delay in giving this notice and delay in forwarding such paper or such notice, summons, process or pleading shall not affect this company's liability if such failure has not prejudiced and cannot in the future prejudice this company.

5. PAYMENT OF LOSS

(a) This company will pay, in addition to the loss, all statutory costs and allowances imposed on the insured in litigation carried on by this company for the insured under the terms of this policy. This company shall not be liable for and will not pay the fees of any counsel or attorney employed by the insured.

(b) In every case where claim is made for loss or damage this company (1) reserves the right to settle, at its own cost, any claim or suit which may involve liability under this policy; or (2) may terminate its liability hereunder by paying or tendering the full amount of this policy; or (3) may, without conceding liability, demand a valuation of the insured estate or interest, to be made by three arbitrators or any two of them, one to be chosen by the insured and one by this company, and the two thus chosen selecting an umpire. Such valuation, less the amount of any incumbrances on said insured estate and interest not hereby insured against, shall be the extent of this company's liability for such claim and no right of action shall accrue hereunder for the recovery thereof until thirty days after such notice of such valuation shall have been served upon this company, and the insured shall have tendered a conveyance or assignment of the insured estate or interest to this company or its designee at such valuation, diminished as aforesaid. The foregoing option to fix a valuation by arbitration shall not apply to a policy insuring a mortgage or leasehold interest.

(c) Liability to any collateral holder of this policy shall not exceed the amount of the pecuniary interest of such collateral holder in the premises.

SCHEDULE A

Date of Policy 7/17/1979

Amount of Insurance \$ 41,900.00

TITLE NO. HN 12 183 F
POLICY NO. 263078

Name of Insured: PETERJAMES MARSHALL and
BARBARA A. MARSHALL

The estate or interest insured by this policy is Fee Simple

vested in the insured by means of Deed dated July 13, 1979 made by CARMEN ROWELL to the insured, recorded July 17, 1979 in the Orange County Clerk's Office in Liber 2136 cp 1101.

The premises in which the insured has the estate or interest covered by this policy

See Attached

Countersigned and Validated

BY

Paul H. Miller
AUTHORIZED REPRESENTATIVE



SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,

lying and being in the Town of New Windsor, Orange County, New York, known and designated as Lot No. 9, Block C on Map entitled Section 3 - Park Hill Sub-division, Town of New Windsor, Orange County, New York, owners and subdividers, John A. Petro and James J. Petro dated July 3, 1963, revision December 23, 1963 and filed in the Orange County Clerk's Office on March 13, 1964 as Map No. 2037.

BEGINNING at a point on the northerly side of a proposed road running generally north and south and which point is distant the following courses and distances from the northwesterly corner of Lot No. 16, Section 2, Park Hill, as said Lot No. 16 is shown on Map of Park Hill Subdivision, Section 2, filed January 7, 1960, as Map No. 1852, viz; (1) North $61^{\circ} 19' 06''$ West 200 feet; (2) South $28^{\circ} 40' 54''$ West 375 feet, from said point of beginning running thence northerly North $61^{\circ} 19' 06''$ west for a distance of 150.00 feet to a point; thence North $28^{\circ} 40' 54''$ East for a distance of 125.00 feet to a point; thence South $61^{\circ} 19' 06''$ East 150 feet to a point; thence South $28^{\circ} 40' 54''$ West for a distance of 125.00 feet to the point or place of beginning.

BEING a portion of the premises conveyed to John Petro and James Petro by Charles Brune by deed dated November 13, 1962, and recorded in Orange County Clerk's Office November 19, 1962, in Liber 1629 of Deeds at page 695.

TOGETHER with right-of-way, together with others over and upon the 50 foot wide proposed road lying in front of said lot running to proposed 50 foot wide road lying between Lot No. 1, Block A, and Lot No. 11, Block B, Section 3, Park Hill Sub-division, and between Lots No. 15 and 16, Section 2, Park Hill Subdivision, to Park Hill Drive as shown on Map of Section 2, Park Hill Drive, and thence over 50 foot wide Park Hill Drive to Union Avenue.

For Conveyancing Only

Together with all right, title and interest of, in and to any streets and roads abutting the above described premises.

Our policies of title insurance include such buildings and improvements thereon which by law constitute real property, unless specifically excepted therein. Now is the time to determine whether we have examined all of the property and easements which you desire to be insured. If there are appurtenant easements to be insured, please request such insurance. In some cases, our rate manual provides for an additional charge for such insurance.

SCHEDULE B

TITLE NO. HN 12 183 F

The following estates, interests, defects, objections to title, liens and incumbrances and other matters are excepted from the coverage of this policy:

1. Defects and incumbrances arising or becoming a lien after the date of this policy, except as herein provided.
2. Consequences of the exercise and enforcement or attempted enforcement of any governmental, war or police powers over the premises.
3. Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to the use, occupancy, subdivision or improvement of the premises adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof.
4. Judgments against the insured or estates, interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to, by or with the privity of the insured.
5. Title to any property beyond the lines of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, unless this policy specifically provides that such titles, rights, or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, this policy, unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.
6. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.

continued

7. Rights, if any, in favor of any electric light or telephone company to maintain guy wires, extending from said premises to poles located on the roads on which said premises abut, but policy does insure however, that there are no such agreements of record in connection herewith except as shown herein.
8. Underground encroachments and easements, if any, including pipes, and drains, and such rights as may exist for entry upon said premises to maintain and repair the same, but policy insures however, that there are no such agreements of record in connection herewith, except as shown herein.
9. The exact acreage of the premises herein are not insured.
10. Riparian rights, if any, in favor of the premises herein are not insured.
11. Rights of others to drain through creeks, or streams, if any, which cross premises and the natural flow thereof is excepted.
12. Policy excepts any state of facts which a personal inspection of the premises herein described would disclose.
13. Grants: Liber 703 cp 417
Liber 1341 cp 251
Liber 1644 cp 589

Covenants and Restrictions Liber 1709 cp 443,
as repeated in Liber 1843 cp 119

Filed Map shows 30' front, 10' side setback
14. Any state of facts a survey of the premises described in Schedule "A" would disclose.
15. 1979/1980 School Taxes are a Lien as of July 1, 1979.

continued

SCHEDULE "B"

Page 2

TITLE NO. HN 12 183 F

POLICY NO. 263078

16. No lands lying in the bed of any street or road abutting or bounding premises are insured.
17. Subject to a Mortgage dated July 13, 1979 made by Peterjames Marshall and Barbara A. Marshall to Highland National Bank of Newburgh in the amount of \$30,000.00 recorded July 17, 1979 in the Orange County Clerk's Office in Liber 1774 mp 557.

POLICY OF TITLE INSURANCE



american title insurance company
new york division

EXECUTIVE OFFICES

360 LEXINGTON AVENUE, NEW YORK, N.Y. • (212) 687-5400

100 CLINTON STREET, BROOKLYN, N.Y. 11201 • (212) 852-4000

50 EAST OLD COUNTRY ROAD, MINEOLA, N.Y. 11501 • (516) 746-4800

130 OSBORNE AVENUE, RIVERHEAD, N.Y. 11901 • (516) 727-5500

200 MAMARONECK AVENUE, WHITE PLAINS, N.Y. 10601 • (914) 945-1600

11 NORTH PEARL STREET, ALBANY, N.Y. 12207 • (518) 434-1104

20 SO. MAIN STREET, NEW CITY, N.Y. 10956 • (914) 634-3636

89-02 SUTPHIN BLVD., JAMAICA, N.Y. 11435 • (212) 526-0700

**Licensed in 45 States, the District of
Columbia, Puerto Rico, The Virgin
Islands and the Netherlands Antilles**



Member of
The Continental
Insurance Companies

(d) All payments made by this Company under this policy shall reduce the amount hereof *pro tanto*, except (1) payments made for counsel fees and disbursements in defending or prosecuting actions or proceedings in behalf of the insured and for statutory costs and allowances imposed on the insured in such actions and proceedings, and (2) if the insured is a mortgagee, payments made to satisfy or subordinate prior liens or incumbrances not set forth in Schedule B.

(e) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within thirty days thereafter.

6. CO-INSURANCE

(a) In the event that a partial loss occurs after the insured makes an improvement subsequent to the date of this policy, and only in that event, the insured becomes a co-insurer to the extent hereinafter set forth.

If the cost of the improvements exceed twenty per centum of the amount of this policy, such proportion only of any partial loss established shall be borne by the company as one hundred twenty per centum of the amount of this policy bears to the sum of the amount of this policy and the amount expended for the improvement. The foregoing provisions shall not apply to costs and attorneys' fees incurred by the company in prosecuting or providing for the defense of actions or proceedings in behalf of the insured pursuant to the terms of this policy or to costs imposed on the insured in such actions or proceedings, and shall apply only to that portion of losses which exceed in the aggregate ten per cent of the face of the policy.

Provided, however, that the foregoing co-insurance provisions shall not apply to any loss arising out of a lien or encumbrance for a liquidated amount which existed on the date of this policy and was not shown in Schedule B; and provided further, such co-insurance provisions shall not apply to any loss if, at the time of the occurrence of such loss, the then value of the premises, as so improved, does not exceed one hundred twenty per centum of the amount of this policy.

(b) If the premises are divisible into

separate, independent parcels, and a loss is established affecting one or more but not all of said parcels, the loss shall be computed and settled on a *pro rata* basis as if this policy were divided *pro rata* as to value of said separate, independent parcels, exclusive of improvements made subsequent to the date of this policy.

(c) Clauses "(a)" of this section apply to mortgage policies only after the insured shall have acquired the interest of the mortgage.

(d) If, at the time liability for any loss shall have been fixed pursuant to the conditions of this policy, the insured holds another policy of insurance covering the same loss issued by another company, this company shall not be liable to the insured for a greater proportion of the loss than the amount that this policy bears to the whole amount of insurance held by the insured, unless another method of apportioning the loss shall have been provided by agreement between this company and the other insurer or insurers.

7. ASSIGNMENT OF POLICY

If the interest insured by this policy is that of a mortgagee, this policy may be assigned to and shall inure to the benefit of successive assignees of the mortgage without consent of this company or its endorsement of this policy. Provision is made in the rate manual of New York Board of Title Underwriters filed with the Superintendent of Insurance of the State of New York on behalf of this and other member companies for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstance provided for in this section shall this company be deemed to have insured the sufficiency of the form of the assignment or other instrument of transfer or conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy.

8. SUBROGATION

(a) This company shall to the extent of any payment by it of loss under this policy, be subrogated to all rights of the insured with respect thereto. The insured shall execute such instruments as may be requested to transfer such rights to this company. The

rights so transferred shall be subordinate to any remaining interest of the insured.

(b) If the insured is a mortgagee this company's right of subrogation shall not prevent the insured from releasing the personal liability of the obligor or guarantor or from releasing a portion of the premises from the lien of the mortgage or from increasing or otherwise modifying the insured mortgage provided such acts do not affect the validity or priority of the lien of the mortgage insured. However, the liability of this company under this policy shall in no event be increased by any such act of the insured.

9. MISREPRESENTATION

Any untrue statement made by the insured, with respect to any material fact, or any suppression of or failure to disclose any material fact, or any untrue answer by the insured, to material inquiries before the issuance of this policy, shall void this policy.

10. NO WAIVER OF CONDITIONS

This company may take any appropriate action under the terms of this policy whether or not it shall be liable hereunder and shall not thereby concede liability or waive any provision of this policy.

11. POLICY ENTIRE CONTRACT

All actions or proceedings against this company must be based on the provisions of this policy. Any other action or actions or rights of action that the insured may have or may bring against this company in respect of other services rendered in connection with the issuance of this policy, shall be deemed to have merged in and be restricted to its terms and conditions.

12. VALIDATION AND MODIFICATION

This policy is valid only when duly signed by a validating officer or agent. Changes may be affected only by written endorsement. If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or encumbrances except real estate taxes, assessments, water charges and sewer rents.

HN 12,183

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 13th day of July, nineteen hundred and seventy nine.
 BETWEEN CARMEN ROWELL, residing at 12 Ona Lane, New Windsor,
 New York, 12550,

party of the first part, and PETERJAMES MARSHALL and BARBARA A. MARSHALL,
 his wife, residing at 9 President Court, New Windsor, New York, 12550,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

TEN AND 00/100-----dollars,

lawful money of the United States, and other good and valuable consideration paid
 by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or
 successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,

lying and being in the Town of New Windsor, Orange County, New York, known
 and designated as Lot No. 9, Block C on Map entitled Section 3 -
 Park Hill Sub-division, Town of New Windsor, Orange County, New
 York, owners and subdividers, John A. Petro and James J. Petro
 dated July 3, 1963, revision December 23, 1963 and filed in the
 Orange County Clerk's Office on March 13, 1964 as Map No. 2037.

BEGINNING at a point on the northerly side of a proposed road
 running generally north and south and which point is distant the fol-
 lowing courses and distances from the northwesterly corner of
 Lot No. 16, Section 2, Park Hill, as said Lot No. 16 is shown
 on Map of Park Hill Subdivision, Section 2, filed January 7, 1960,
 as Map No. 1852, viz; (1) North 61° 19' 06" West 200 feet;
 (2) South 28° 40' 54" West 375 feet, from said point of be-
 ginning running thence northerly North 61° 19' 06" west for a
 distance of 150.00 feet to a point; thence North 28° 40' 54"
 East for a distance of 125.00 feet to a point; thence South
 61° 19' 06" East 150 feet to a point; thence South 28° 40' 54"
 West for a distance of 125.00 feet to the point or place of
 beginning.

BEING a portion of the premises conveyed to John Petro and James
 Petro by Charles Brune by deed dated November 13, 1962, and
 recorded in Orange County Clerk's Office November 19, 1962,
 in Liber 1629 of Deeds at page 695.

sp/cw

New York, 12550,

5 12 12 One Lane, New Windsor,

party of the first part, and PETERJAMES MARSHALL and BARBARA A. MARSHALL,
his wife, residing at 9 President Court, New Windsor, New York, 12550,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

TEN AND 00/100-----dollars,

lawful money of the United States, and other good and valuable consideration paid
by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or
successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,

lying and being in the Town of New Windsor, Orange County, New York, known
and designated as Lot No. 9, Block C on Map entitled Section 3 -
Park Hill Sub-division, Town of New Windsor, Orange County, New
York, owners and subdividers, John A. Petro and James J. Petro
dated July 3, 1963, revision December 23, 1963 and filed in the
Orange County Clerk's Office on March 13, 1964 as Map No. 2037.

sp/cw
BEGINNING at a point on the northerly side of a proposed road
running generally north and south and which point is distant the fol-
lowing courses and distances from the northwesterly corner of
Lot No. 16, Section 2, Park Hill, as said Lot No. 16 is shown
on Map of Park Hill Subdivision, Section 2, filed January 7, 1960,
as Map No. 1852, viz; (1) North 61° 19' 06" West 200 feet;
(2) South 28° 40' 54" West 375 feet, from said point of be-
ginning running thence northerly North 61° 19' 06" west for a
distance of 150.00 feet to a point; thence North 28° 40' 54"
East for a distance of 125.00 feet to a point; thence South
61° 19' 06" East 150 feet to a point; thence South 28° 40' 54"
West for a distance of 125.00 feet to the point or place of
beginning.

BEING a portion of the premises conveyed to John Petro and James
Petro by Charles Brune by deed dated November 13, 1962, and
recorded in Orange County Clerk's Office November 19, 1962,
in Liber 1629 of Deeds at page 695.

TOGETHER with right-of-way, together with others over and upon
the 50 foot wide proposed road lying in front of said lot
running to proposed 50 foot wide road lying between Lot No. 1,
Block A, and Lot No. 11, Block B, Section 3, Park Hill Sub-
division, and between Lots No. 15 and 16, Section 2, Park Hill
Subdivision, to Park Hill Drive as shown on Map of Section 2,
Park Hill Drive, and thence over 50 foot wide Park Hill Drive
to Union Avenue.

LIBER 2136 PAGE 1102

Subject to covenants and restrictions of record, if any.

BEING the same premises conveyed by Ashton D. Rowell and Carmen Rowell to Carmen Rowell by deed dated March 24, 1970 and recorded March 27, 1970 in the Orange County Clerk's Office in Liber 1843 of Deeds at page 119.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

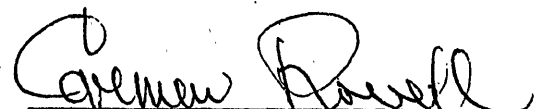
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

WITNESSES:
J. M. [illegible]
J. M. [illegible]
J. M. [illegible]
J. M. [illegible]


Carmen Rowell

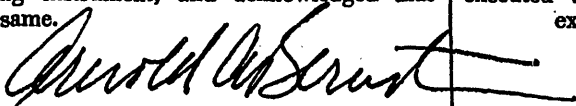
STATE OF NEW YORK, COUNTY OF ORANGE

SS:

On the 13th day of July, 1979, before me personally came

CARMEN ROWELL

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.


ARNOLD A. BERNSTEIN
Notary Public, State of New York
No. 0270150
Qualified in Orange County
My Commission Expires March 30, 1981

STATE OF NEW YORK, COUNTY OF

SS:

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF

SS:

On the day of 19 , before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

SS:

On the day of 19 , before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No. _____

SECTION

BLOCK

LOT

COUNTY OR TOWN

TO

RETURN BY MAIL TO:

Bloom & Bloom, Esqs.
530 Blooming Grove Turnpike
P.O. Box 477
Vails Gate, N.Y. Zip No. 12584

4620
13

H 442

... executed the same.

... executed the same.

Arnold A. Bernstein
ARNOLD A. BERNSTEIN
Notary Public, State of New York
No. 0270150
Qualified in Orange County
My Commission Expires March 30, 1981

STATE OF NEW YORK, COUNTY OF

ss:

STATE OF NEW YORK, COUNTY OF

ss:

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the
of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the
of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No. _____

SECTION

BLOCK

LOT

COUNTY OR TOWN

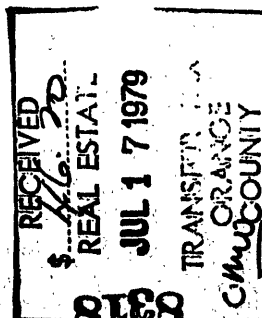
TO

RETURN BY MAIL TO:

Bloom & Bloom, Esqs.
530 Blooming Grove Turnpike
P.O. Box 477
Vails Gate, N.Y.

Zip No. 12584

Reserve this space for use of Recording Office.



LIBER 2136 PAGE 110

Orange County Clerk's Office, S.S.

Recorded on the 17th day of July, 1979 at 9:13 a.m. in Liber 2136

of 110 pages at page 110

and Examined by Jack H. Schuman, Clerk